

BILL NO. S-75-08-45.

SPECIAL ORDINANCE NO. S-173-75.

AN ORDINANCE approving a contract with BERCOT, INC.
for installation of water main in Hickory Grove Addition

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

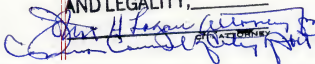
SECTION 1. That the contract dated August 14, 1975, between
the City of Fort Wayne, by and through its Mayor and the Board of Public
Works and BERCOT, INC., for:

Construction of six (6) inch ductile iron water main on Stardale
Drive, from the West property line of Hessen Cassel Road to the
West property line of Waycross Drive; also on Waycross Drive
from the North property line of Lot #86 to the existing water main
on Sundale Drive, all in its appurtenances, shall be constructed in
accordance with the plans and specifications now on file in the
office of the Department of Public Works of said City
for a total cost of \$28,172.10, all as more particularly set forth in said contract,
which is on file in the Office of the Board of Public Works and is by reference
incorporated herein, made a part hereof and is hereby in all things ratified,
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


City Attorney

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>1A</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 9-9-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. S-173-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the ninth day of September, 1975, at the hour of 10:00 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 3:00 o'clock P.M., E.S.T.

Joseph L. Loo
MAYOR

Bill No. S-75-08-45

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with BERCOT, INC. for installation of water main in
Hickory Grove Addition

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Winfield C. Moses Jr.
Eugene Kraus Jr.
William T. Hinga
John Huckols
D. Schmidt

DATE 9-9-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

PROJECT HICKORY GROVE ADDITION SEC. D WATER MAIN RES. 1009-1974

DATE JULY 30, 1975

CONTRACTOR-
 CERTIFIED CHECK - E.E.O. STATEMENT
 NON-COLLUSION AFFIDAVIT
 BID BOND
 FINANCIAL STATEMENT

BERCOT, INC.

T-G EXCAVATING, INC.

NOBIS-WESTROPP CONST.

YES

YES

YES

YES

YES

YES

YES (10%)

YES (10%)

YES (10%)

YES

YES

YES

	DESCRIPTION	UNITS	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1.	6" DUCTILE IRON PIPE	1550± LF	\$ 13.00	\$ 20,150.00	\$ 11.26	\$ 17,453.00	\$11.86	\$ 18,383.00	\$ 14.50	\$ 22,475.00
2.	6" M. J. CROSS	1 ea.	200.00	200.00	172.56	172.56	176.00	176.00	145.00	145.00
3.	6" VALVES W/BOX	2 ea.	240.00	480.00	337.70	675.40	275.00	550.00	235.00	470.00
4.	FIRE HYD. ASSEMBLY, TYPE II W/BOX	3 ea.	900.00	2,700.00	1130.83	3,392.49	947.00	2,841.00	775.00	2,325.00
5.	CONCRETE REPLACEMENT	17± LF	12.00	204.00	25.00	425.00	15.00	255.00	20.00	340.00
6.	TOP SOIL & RESEEDING	135± LF	1.50	202.50	.99	133.65	1.80	243.00	2.00	270.00
7.	4" TILE REPLACEMENT	10± LF	3.00	30.00	5.50	55.00	8.00	80.00	6.00	60.00
8.	6" TILE REPLACEMENT	50± LF	5.00	250.00	6.00	300.00	8.50	425.00	8.00	400.00
9.	3/4 SERVICE TAPS W/CURB STOP	20 ea.	200.00	4,000.00	276.00	5,520.00	278.00	5,560.00	265.00	5,300.00
MU-55 TOTAL ESTIMATE			\$28,216.50		TOTAL \$28,127.10		TOTAL \$28,513.00		TOTAL \$31,785.00	

CONTRACT AND BOND

RECEIVED AUG - 9 1975

This Agreement, Made and entered into as of the 14th day of August, 1975, by and between Bercot, Inc.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Improvements, in or for the benefit of recorded platted additions to and/or within cities and towns." Approved May 16, 1927, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct 1550 ± lf. of six inch (6") ductile iron water main on Stardale Drive, form the West property line of Hessen Cassel Road to the West property line of Waycross Drive; also on Waycross Drive from the North property line of Lot#86 to the existing water main on Sundale Drive, all in its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City,

for the Following Prices

Item	Quantity	Unit Price	Extension
1.	1550± lf. 6" Ductile Iron Pipe	\$ 11.26	\$17,453.00
2.	1 only 6" Mechanical Joint Cross	172.56	172.56
3.	2 each 6" Valves w/box	337.70	675.40
4.	3 each Fire Hydrant Assembly, Type II w/box	1130.83	3392.49
5.	17± lf. Concrete Replacement	25.00	425.00
6.	135± lf. Top Soil and Reseeding	.99	133.65
7.	10± lf. 4" Tile Replacement	5.50	55.00
8.	50± lf. 6" Tile Replacement	6.00	300.00
9.	20 each 3/4" service taps w/curb stop and curb box	276.00	5520.00
TOTAL BID			\$28,127.10

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Water Improvement Resolution No. 1009-1974 and in accordance with the plans, profiles and specifications for the Improvement on file in the office of the Department of Public Works of said city. The resolution, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectively as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within Sixty (60) days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 8th day of August, 1975

Bercot, Inc.

By: [Signature]
Secretary Treasurer
Contractor, party of the first part.

This contract approved by us this 14 day of August, 1975

BOARD OF PUBLIC WORKS,
Party of the second part.

[Signature] Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Bercot, Inc.

as principal and The Cincinnati Insurance Company

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

Twenty-eight thousand, One-hundred twenty-seven and 10/100 (\$ 28,127.10)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligations are such, that if the above named party of the first part
shall faithfully comply with the foregoing contract made and entered into the 8th

day of August, 1975, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained including the payment of vendors', suppliers
and sub-contractors' bills, except the warranty and guaranty of the water main as to the workmanship,
material and condition for the period of One (1) year, according to the true intent and meaning thereof
in all respects, then this obligation to be void, other wise to be an remain in full force and virtue in law
and in the event the said City shall extend for the completion of said work, such extension shall not in
any way release the sureties of this bond.

Witness our hands and seals this 8th day of August 19 75

Bercot, Inc. (SEAL)

By: [Signature] (SEAL)

Secretary - Treasurer
The Cincinnati Insurance Company (SEAL)

By: [Signature]
Attorney-in-fact

Approved this 14 day of August 19 75

[Signature]

[Signature]

[Signature]

[Signature]

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of
Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved
March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Sec-
tion 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision—
Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municip-
al contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Bercot, Inc.
..... Contractors
as principal and The Cincinnati Insurance Company

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of
Twenty-eight thousand, one hundred twenty-seven and 10/100 (\$28,127.10.....)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said Bercot, Inc.

did on the 8th day of August, 1975, enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a water main
in and along Stardale Drive and Waycross Drive, in Hickory Grove Addition, Sec. C and D.

according to certain plans and specifications, and also warranting and guaranteeing the work, material
and conditions of the water main as provided in the aforesaid contract, plans and specifications.

Now, if the said Bercot, Inc.

..... shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 8th day of August, 1975.

Bercot, Inc. (SEAL)

By [Signature] (SEAL)

Secretary Treasurer
The Cincinnati Insurance Co. (SEAL)

[Signature] Attorney-in-fact

Approved this 14 day of August, 1975

[Signature]
Board of Public Works.



DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind.,19.....

The time in which to complete the within contract is hereby extended by the Board of Public Works
of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind.,19.....

The time in which to complete the within contract is hereby extended by the Board of Public Works
of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19.....
CONTRACT AND BOND
of

for

Amount of Bond

Approved: Dollars

Board of Public Works.

Recorded in Contract Record Book No.

Page.....Recorded in.....Imp Res.

Record Book No..... Page.....

Improvement Resolution No. 19.....

Cost per lot \$.....

Assessment Roll Approved

Final Estimate Approved

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint **H. Stanely Huff, Jr.; Donald F. Campbell and/or Ruth Kramer**

of **Fort Wayne, Indiana** its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 26th day of October 1973.



THE CINCINNATI INSURANCE COMPANY

Robert B. Morgan
Vice-President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 26th day of October 1973, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 8th day of August 1975



Robert J. Diehauss
Secretary and Treasurer

By: [Signature]

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Ordinance covers contract with Bercot, Inc. in amount of \$28,127.10 for the installation of a water main on Stardale and Waycross Drives in Hickory Grove Addition.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Installation of water main on Stardale & Waycross Drives

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$28,127.10

ASSIGNED TO COMMITTEE Bl. of WKS